

if, in the bill subsequently filed by Albert and wife, in Baltimore County Court, praying for a preference over the other creditors of Jones, the existence and the object of the proceedings in this court had been disclosed, that the plaintiffs in the former tribunal could have succeeded. On the contrary, I am firmly persuaded that the judges of the Baltimore County Court would have thought, and have declared, that as the litigation in regard to the distribution of the estate of Jones had originated in this court, it would be proper to remit the entire controversy to the same authority; or, at all events, they would have declined acting until the result of the proceeding there should be known, lest, by the separate and distinct action of the two courts, inconsistent if not discordant decisions upon the same subject might be made.

In this view of the case, then, I am of opinion, that the injunction upon the bill filed here in January last, properly issued in the first instance. And the next question is, do the answers so far change the case as to require its dissolution at this time. These answers, it is true, deny in explicit terms the conspiracy and combination charged against Albert and wife, and Jones, and thus the imputation of fraud in fact, is removed; but they concede the legal proceedings which, in my opinion, prohibited these parties, Albert and wife, from obtaining from Jones a preference over his other creditors; and thus, without any reference to the allegation of fraud in fact, rendered any attempt by them to procure such a preference unjustifiable in point of law. And, therefore, disclaiming the slightest intention to attribute to them the perpetration of fraud in fact, in obtaining their decree, I think the other considerations belonging to the case are quite sufficient to show that they should not be allowed to have the benefit of it.

But it is said, the complainants in this cause have no standing in court: first, because the deed of the 26th of October, 1846, to Winn and Ross, is a violation of the injunction granted upon the bill of the 14th of the then preceding month; and secondly, because that deed is void by reason of its terms and provisions.

It is to be remarked, however, that the injunction which was